Permit #S00070802

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00070802 **Type of Permit:** STILL **Release Date:** 10/24/2013

Production Company OCEANIC PICTURES

Insured Company Name HUMAN PROOF PRODUCTIONS
Contact Phone No. 1 508-353-3450
Contact Phone No. 2
Fax
Address 37 HORIZON AVENUE
VENICE, California 90291

Production Title OFW

Type of Production Still Photo

Producer rose krane

Director rose krane

1st AD rose krane

Production Manager rose krane

FilmL.A. Coordinator Tim Overbeck

Location Manager rose krane
Primary Phone Mobile - 508-353-3450
Secondary Phone

Location Assistant rose krane
Primary Phone Mobile - 508-353-3450
Secondary Phone

Fees

FILMLA STILL APPLICATION FEE $60.00

Total Permit Fee $60.00

Number of Locations 1

NOT A PERMIT

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Summary Information — Location

Permit Number S00070802
Production Company OCEANIC PICTURES
Insured Company HUMAN PROOF PRODUCTIONS
Production Title OFW

Location Manager rose krane
Primary Phone Mobile - 508-353-3450
Secondary Phone

Location Address Speedway, Horizon Ct - Thornton Ave, venice, CA, 90291

Location Type Street

Film Dates 10/25/2013 - 10/28/2013 06:00 - 19:00 4 days

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Please see attached documents
Terms & Condition e delivery.pdf
Signature Page OFW.pdf
Venice Area January 2010.pdf
Abbot_Kinney_March_26_2013_js.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Cast	2
Crew	3

Filming Activities Exterior models against scenery;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 671 **Grid:** G6

Approvals LOS ANGELES POLICE DEPARTMENT Mark Buck

Parking

Base Camp
Location Type : Filming Location
Parking Notes
37 horizon ave, 90291

Crew Parking
Location Type : Filming Location

NO PERMIT

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions as set forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc. indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction set forth on the permit and any attachments.

PERMIT

[redacted]

FilmL.A., Inc.
1201 W. 5th St., Suite 800
Los Angeles, CA 90017

ATTACHED IS A FINAL DRAFT OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **If you need to make changes, contact your assigned coordinator immediately at (213) 977-8600.**
- **If there are no changes, please indicate approval and acceptance of the permit by entering an authorized signature below. *An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	Oceanic Pictures
Signature of Authorized Company Representative	**Rose krane**
DATE OF SIGNATURE	10.24.13

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

NOT A PERMIT

SPECIAL FILMING CONDITIONS
VENICE AREA

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

For purposes of these guidelines the Venice area is Santa Monica City limits to the north, Lincoln Boulevard to the East, Pacific Ocean to the west and Washington Boulevard to the South (including the Strand which is Pacific Avenue, Washington Boulevard, Via Marina, and the Pacific Ocean)

- **Affected residents and merchants must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** *Permit requests must be submitted at least three (3) days in advance.*

- **Filming on holidays and weekends is generally not permitted**, especially during the summer. Exemptions may be granted on a case-by-case basis. Factors such as size of company, exact location and scope of intended filming, time of year, and anticipated impact on local parking will be considered when reviewing requests for such exemptions.

- **No vehicles shall be driven or parked on Ocean Front Walk between the hours of 10:00 a.m. and 7:00 p.m**. unless approved by The Department of Recreation and Parks.

- **Speedway shall not be used for parking of vehicles or equipment and must remain open to emergency vehicles.**

- **All vehicles and equipment (including private automobiles) associated with the production company shall be legally parked unless specific exemption is granted by the film permit.** No vehicles or equipment shall be permitted to park on Ocean Front Walk or the Venice Recreation Area property unless approved by The Department of Recreation and Parks. The use of private parking lots is strongly encouraged. Publicly owned parking lots in the area are managed by PCI parking and must be added to the filming permit and cleared with the appropriate agency.

- **Use of Los Angeles County beach parking lots have the following restrictions:**

    - **The Washington Boulevard lot is restricted to parking only between 7:00 a.m. and 10 p.m**. No community survey will be allowed for additional hours.
    - **Rose Avenue and Venice Boulevard lots require a community survey from affected residential buildings for any activity (parking or filming) prior to 7:00 a.m or after 10:00 p.m.**

- **Traffic control on all area streets shall be limited to a maximum of two (2) minutes.**

- **It is the responsibility of the production company to deploy sufficient police officers to ensure that traffic flow in the area is not unreasonably hindered.**

- **Additional Special Filming Conditions apply to filming on Washington Boulevard between Pacific Avenue and the Venice Pier, Abbot Kinney Boulevard, and Venice Beach.**

FilmL.A. Inc. PERMIT

SPECIAL FILMING CONDITIONS
ABBOT KINNEY BOULEVARD AREA OF VENICE

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

The Abbot Kinney Boulevard area is a diverse, mixed-use community which includes Abbot Kinney Boulevard between Venice Boulevard and Main Street, and adjacent streets. The area is comprised of small shops, restaurants, single family homes, apartment buildings and artists lofts. The following conditions have been established to mitigate the concerns of local residents and merchants, and to provide for an equitable use of the area.

- **Affected residents/merchants/businesses within 500 ft. of any filming activity (including production equipment parking, cast/crew parking, or catering) must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation**. *Permit requests must be submitted to FilmL.A. at least three (3) days in advance.*

- **Production companies must notify the Abbott Kinney Merchant Committee at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** The current contact for the Abbot Kinney Merchant Committee is Tiffany Peterson (424) 272-7133 filming@abbotkinneyblvd.com

- **Cast and crew may not park on area streets.** Off-street parking must be provided for personal vehicles.

- **Production equipment parking and the posting of "No Parking" signs should be kept to a minimum** in order to reduce any negative impact to the local merchants. Equipment parking on Abbot Kinney Boulevard will be limited to 150 feet during regular business hours (10:00a.m. to 5:00 p.m.) and may not block access to open shops and businesses. **Equipment may only be parked in front of businesses that indicate their approval using the FilmL.A**. **Filming Survey process**, **or in front of businesses that are clearly vacant or closed during the hours of activity.** Production companies may also request an additional 150 ft of posting on area side streets (excluding Santa Clara Avenue) for a total of 300 ft of posting within the area.

- **Friday, Weekend or holiday filming is generally not permitted** unless a Filming Survey is done of the affected business for the proposed activities on a FilmL.A.-authorized Filming Survey.

- **The use of City lots # 616, #617 and the lot on the corner of Santa Clara and Electric are not permitted.**

- **A FilmL.A. Monitor will be assigned to encourage compliance with the permit and conditions.** The Monitor will generally arrive at the designated location 1 hour prior to the permit start time to note proper arrival time and remain with the production company during all filming-related activities and ensure proper departure time.

- **Any variance to these guidelines must be discussed in detail with FilmL.A. prior to making plans to shoot in this area. FilmL.A. will take variances from these conditions into consideration on a case by case basis.**

FilmL.A. Inc. PERMIT